MILION NS TEAM DOO
PIB:111504454 MB:21492345
broj _____ datum 23.11.2022

UGOVOR O IZVOĐENJU RADOVA

Zaključen dana 23.11.2022. godine, između:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD propisno osnovano u skladu sa zakonima Republike Srbije, sa sedištem na adresi Batajni;ki drum 3 deo 6A, 11080 Zemun, Srbija, matični broj: 29507031, poreski identifikacioni broj: 109874997, predstavlja g. Chen Zhongzheng, pravni zastupnik ogranka (u daljem tekstu: "Izvođač")

i

MILION NS TEAM DOO VETERNIK ul Omladinska 70 Veternik, PIB: 111504454, matični broj: 21492345 koga zastupa Gordana Oluić - direktor, (u daljem tekstu: "Podizvođač")

Član 1.

Predmet ovog Ugovora je izvođenje radova na izgradnji drenaže u Železničkoj stanici Novi Sad, u svemu prema Ponudi Podizvođača broj 11-22 od novembra 2022. godine, koja je sastavni deo ovog Ugovora.

WORKS CONTRACT

Entered into on November23. 2022, by and between:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia, having its registered office and principal place of business at Batajni;ki drum 3 deo 6A, 11080 Zemun, Serbia, company registration number: 29507031, tax identification number: 109874997, represented by Mr. Chen Zhongzheng, legal representative of the branch office (hereinafter: Contractor)

and

MILION NS TEAM ul Omladinska 70 Veternik, Omladinska 70 Veternik, tax identification number: 21492345, company registration number: 21492345 represented by Gordana Oluič - Director, (hereinafter: Subcontractor)

Article 1

The subject of this Contract is the performance of works on the construction of drainage at the Novi Sad Train Station, in all respects according to the Subcontractor's Offer No. 11-22 from November 2022, which is an integral part hereof.

Član 2.

Podizvođač se obavezuje da izvrši radove iz Ponude uz pružanje dužne pažnje i stručnosti koja se može očekivati od odgovarajuće kvalifikovanog i sposobnog građevinskog specijaliste sa relevantnim radnim iskustvom.

Član 3.

Ugovorena cena za količinu radova iznosi 136.902,63 USD, bez PDV-a, a konačna vrednost radova utvrdiće se obračunom stvarno izvršenih radova.
PDV će se obračunati u skladu sa zakonom.

Član 3.1.

Izvođač se obavezuje da Podizvođaču isplati iznos iz prethodnog člana u dinarskoj protivvrednosti po srednjem kursu NBS na dan uplate na sledeći način:

Avans u iznosu od 30% od ukupno ugovorene cene, u roku od 3 (tri) dana od dana zaključenja ovog Ugovora.

Preostali iznos će se uplaćivati na osnovu prihvaćenih ispostavljenih situacija, sa valutom plaćanja 15 dana od dana ispostavljanja ispravne situacije.

Ugovorena cena obuhvata kompletan rad, alat i opremu, kao i sve ostale troškove koji terete Podizvođača u vezi sa realizacijom ovog Ugovora.

Član 4.

Article 2

The Subcontractor warrants to perform the works from the Offer with the provision of due care and expertise that can be expected from a suitably qualified and capable construction specialist with relevant work experience.

Article 3

The estimated price for the amount of work is USD 136,902.63 without VAT, while the final value of the works shall be determined by calculating the works actually performed based on the unit price
.
VAT will be calculated in accordance with the law.

Article 3.1.

The Contractor undertakes to pay the Subcontractor the amount from the preceding article in RSD counter value at the middle exchange rate of the NBS on the day of payment as follows:
Advance payment in the amount of 30% of the total agreed price, within 3 (three) days from the day of receiving advance payment guarantee.

The outstanding amount shall be paid on the basis of accepted issued certificates, with the payment value date 15 days from the day of issuing the correct certificate.

The agreed price includes complete work, tools and equipment, as well as all other costs charged to the Subcontractor in connection with the implementation of this Agreement.

Podizvođač se obavezuje:

- da otpočne sa izvođenjem radova odmah po uvođenju u posao;
- da organizacijom izvođenja svojih radova zaštiti objekte, život i zdravlje prolaznika i radnika na gradilištu i životnu sredinu;
- da osigura svoje radnike na obavezno zdravstveno osiguranje i primenjuje mere BZR,
- da uredno održava gradilište;
- da svoj materijal uredno i pravilno uskladišti;
- da svakodnevno po završetku rada ostavlja čista radna mesta;
- da obezbedi primenu mera zaštite na radu;
- da ispravno vodi i čuva gradilišnu dokumentaciju i obezbeđuje dokaz o kvalitetu izvršenih radova, ugrađenih materijala i opreme;
- da po završetku ugovorenih radova ukloni deponije materijala, šut i dr.

Član 5.

Izvođač se obavezuje:

- da uvede Podizvođača u posao;
- da izvrši finansijsko izmirenje obaveza prema Podizvođaču za izvršene radove na osnovu izdatih situacija, u rokovima i na način utvrđenim ovim Ugovorom;
- da blagovremeno odobrava i ugovara sa Podizvođačem eventualne naknadne radove;
- da izvrši primopredaju radova.

Član 6.

Article 4

The Subcontractor warrants to:

- start performing works immediately after introduction to the work;
- protect the facilities, life and health of passers-by and workers on the construction site and the environment by organizing the performance of their works;
- insure its employees with compulsory health insurance and apply OSH measures,
- properly maintain the construction site;
- store its material neatly and properly;
- leave clean workstations after each day of work;
- ensure the application of occupational safety measures;
- properly manage and keep the construction site documentation and provide proof of the quality of work performed, installed materials and equipment;
- remove material waste, rubble, *etc.*, after the completion of the contracted works.

Article 5

The Contractor warrants to:

- introduce the Subcontractor to the business;
- perform financial settlement of obligations towards the Subcontractor for the performed works on the basis of issued payment certificates, within the deadlines and in the manner determined by this Contract;
- promptly approve and negotiate with the Subcontractor any subsequent works;
- hand over the works.

Garantni rok za iyvedene radove je 2 godine

Član 7.

Ugovorne strane saglasno konstatuju da će rok za završetak ugovorenih radova dogovarati zajednički, u skladu sa usvojenom dinamikom drugih radova na lokaciji.

Ugovoreni rokovi mogu se produžiti samo izuzetno, ako u toku izvođenja ugovornih radova nastupi viša sila.

Nove rokove Izvođač i Podizvođač će dogovoriti u pisanom obliku u dogovoru sa Naručiocem, a u svakom slučaju će se rok produžiti najmanje za period trajanja prepreke, određene u napred navedenom delu ovog člana.

Prijem radova vršiće ugovorene strane po završetku radova. O izvršenom prijemu se sastavlja Zapisnik koji potpisuju ovlašćeni predstavnici.

Član 8.

Strane će uvek težiti da sporazumno reše svaki spor koji može nastati u toku izvršenja Ugovora ili je na drugi način povezan sa Ugovorom.
Strane su saglasne da će, u slučaju da nije moguće postići sporazum u roku od 30 dana od dana početka pokušaja rešenja spora, spor biti rešen pred stvarno nadležnim sudom u Beogradu.

Article 6

Warranty period for

conducted works is 2 years

Article 7

The Contracting Parties agree that the deadline for the completion of the contracted works shall be agreed jointly, in accordance with the adopted dynamics of other works on the site.

The agreed deadlines may be extended only exceptionally, in case of force majeure occurring during the performance of contracted works.
The new deadlines will be agreed by the Contractor and the Subcontractor in writing with the client, and in any case the deadline will be extended at least for the duration of the obstacle, specified in the above part of this Article.

The acceptance of works will be performed by the contracting parties upon completion of works. Minutes shall be drawn up on the completed receipt, which shall be signed by the authorized representatives.

Article 8

The parties will always strive to amicably resolve any dispute that may arise during the performance of the Contract, or which may be otherwise related to the Contract.
The parties stipulate that should it prove to be impossible to reach an agreement within 30 days from the day of starting negotiations regarding resolving the dispute, the dispute

Član 9.

Ovaj Ugovor važi, proizvodi pravno dejstvo i obavezuje ugovorne strane od dana potpisivanja.
Ovaj Ugovor je sačinjen na osnovu Zakona o obligacionim odnosima, Posebnih uzansi o građenju i Zakona o planiranju i izgradnji.
Ovaj Ugovor se može menjati i dopunjavati isključivo uz obostranu saglasnost ugovornih strana u formi pisanog aneksa ovog Ugovora.

Član 10.

Ovaj Ugovor je sačinjen u 4 (četiri) istovetna primeraka, svaki sa dejstvom originala, od kojih svaka ugovorna strana zadržava po dva.
Ovaj Ugovor je sačinjen u dvojezičnoj verziji, engleskoj i srpskoj, a u slučaju neslaganje između dve verzija merodavna će biti verzija na engleskom.

Za Izvođača/ *On behalf of the Contractor:*
CCECC

Mr. Chen Zhongzheng

shall be ceded for adjudication to the court of jurisdiction in Belgrade.

Article 9

This Contract is valid, has legal effect and is binding on the contracting parties from the day of signing.
This Contract has been drafted in terms of the Law on Contracts and Torts, special regulations on construction and the Law on Planning and Construction.
This Contract may be amended only with the mutual consent of the contracting parties in the form of a written annex hereto.

Article 10

This Contract has been executed in 4 (four) counterparts, each with the effect of the original, of which each party shall retain two.
This Contract has been drafted in bilingual form, English and Serbian, in case of a discrepancy between the two versions, the English version shall prevail.

Za Podizvođača/ *On behalf of the Subcontractor:*
MILION NS TEAM DOO VETERNIK

Director/*Director* Gordana Oluić

DAC
ION NS TEAM DOO VETERNIK , OMLADINSKA 70 Veternik, MB:21492345, PIB:111504454
kući-račun:340-0000011024123 02 ERSTE BANK

PREDRAČUN BR 11-22 OD 23.11.2022 GOD

NARUČILAC
CHINA CIVIL ENGINEERING

CONSTRUCTION CORPORACION

BALKAN OGRANAK BEOGRAD
BATAJNIČKI DRUM 3 DEO 6A
11080 ZEMUN

PIB: 109874997
MB: 29507031

PREDMER I PREDRAČUN RADOVA ZA IZRADU DRENAŽE NA ŽELEZNIČKOJ STANICI NOVI SAD

ESTIMATION AND ESTIMATES FOR DRAINAGE CONSTRUCTION AT NOVI SAD RAILWAY STATION

	No.	OPIS RADOVA	Description of works	Unit of measure	Number of Unit	Unit price (USD)	Total price (USD)
					A	B	C
	2/2.03.00		**DEWATERING**				-
	2/2.03.04	ISKOP ROVA ZA ODVODE I CEVOVODNE ODVODE Stavka obuhvata iskopavanje rovova za odvode, cevne odvode i šahtove u zemljištu kat. III do 2 m dubine sa pravilno urezanim stranicama i dnom rova prema projektovanim kotama. Stavka obuhvata utovar i transport zemlje do mak. Deponija udaljena 3 km i nivelacija. Količina kao što je prikazano u zapisniku. Merenje i plaćanje po m3 iskopanog materijala. "	EXCAVATION OF TRENCHES FOR DRAINS AND PIPED DRAINS The item includes excavation of trenches for drains, piped drains and manholes in ground cat. III to 2 m deep with properly cut trench sides and bottom according to designed elevations. The item includes loading and transport of soil to max. 3 km distant dump site, and leveling. Quantity as shown in recording sheet, Measurement and payment per m3 of excavated material.	m3	802.75	5.74	4,607.79
	2/2.03.05	„BETONSKA PODLOGA Stavka obuhvata podlogu za postavljanje šahtova od betona C 15/20 debljine 20 cm prema detaljnom crtežu.	**CONCRETE BEDDING The item includes a bedding in manholes of concrete C 15/20, 20 cm thick, according to detailed drawing. Quantity as shown in recording sheet. Measurement and payment per m3 of placed concrete.**	m3	16.57	158.75	2,630.49
	2/2.03.06	NABAVKA, TRANSPORT I IZGRADNJA DNA ŠAHTA.Postavite cevi Ø1000 sa udubljenjem na dno šahta. Stavka uključuje polaganje cevi na betonsku podlogu i pričvršćivanjekao što je prikazano na detaljnom crtežu. Količina kao što je prikazano u zapisniku. Merenje i plaćanje po m' montiranih cevi. "	**PROCUREMENT, TRANSPORT AND CONSTRUCTION OF MANHOLE BOTTOM PARTS. Place Ø1000 pipes with interlocking rebates at manhole bottom. The item includes laying pipes on top of concrete bedding and fixing rungs as shown on detailed drawing. Quantity as shown in recording sheet. Measurement and payment per m' of assembled pipes.**	m	97.50	167.20	16.302.00

IZVOĐAC
MILION NS TEAM DOO VETERNIK , OMLADINSKA 70 Veternik, MB:21492345, PIB:111504454
Tekući-račun:340-0000011024123 02 ERSTE BANK

	No.	OPIS RADOVA	Description of works	Unit of measure	Number of Unit	Unit price (USD)	Total price (USD)
					A	B	C
	2/2.03.07	„IZGRADNJA ZAVRŠNOG DELOVA ŠAHTASastavite gornje delove šahta od prefabrikovanih konusnih delova. Količina kao što je prikazano u zapisniku. Merenje i plaćanje po svakom nabavljenom, isporučenom i ugrađenom komadu. "	**CONSTRUCTION OF MANHOLE TOP PARTS Assemble manhole top parts of precast conical pieces. Quantity as shown in recording sheet. Measurement and payment per each procured, delivered and fitted piece.**	pcs	46.00	156.75	7,210.50
	2/2.03.08	NABAVKA, ISPORUKA I MONTAŽA METALNIH POKLOPACAStavka obuhvata nabavku, transport i fiksiranje metalnih poklopaca sa ramovima na šahtovima Količina kao što je prikazano u zapisniku. Merenje i plaćanje po svakom poklopcu. "	**PROCUREMENT, DELIVERY AND FIXING OF METAL COVERS The item includes procurement, transport and fixing metal covers with frames on top of manholes. Quantity as shown in recording sheet. Measurement and payment per each cover.**	pcs	46.00	135.85	6,249.10
	2/2.03.09	NABAVKA, ISPORUKA I POSTAVLJANJE BETONA C 8/10Stavka obuhvata nabavku, isporuku i ugradnju nabijenog betona C8/10 ispod cevnih odvoda i zaptivanje oko njih kao što je prikazano na detaljnom crtežu. Količina kao što je prikazano u zapisniku. Merenje i plaćanje po m3 postavljenog betona. "	**PROCUREMENT, DELIVERY AND PLACING OF C 8/10 TAMPED CONCRETE The item includes procurement, delivery and placing of C8/10 tamped concrete under piped drains and sealing around them as shown on detailed drawing. Quantity as shown in recording sheet. Measurement and payment per m3 of placed concrete.**	m3	156.29	155.30	24,271.84
	2/2.03.10	„NABAVKA I POSTAVLJANJE CEVNIH ODVODAStavka obuhvata nabavku i postavljanje odvodnih cevi . Cevi se polažu na betonsku podlogu debljine 10 cm. Količina kao što je prikazano u zapisniku. Merenje i naplata po m' položene cevi. "	**PROCUREMENT AND PLACING PIPED DRAINS. The item includes procurement and placing drain pipes with inlet pipings. Pipes shall be laid on 10 cm thick concrete bedding. Quantity as shown in recording sheet. Measurement and payment per m' of laid pipe.**				-
			piped drains Ø150	m	1,037.50	23.25	24,121.88
			piped drains Ø200	m	721.50	28.30	20,418.45
			piped drains Ø250	m	119.00	32.39	3,854.41
			piped drains Ø300	m	189.00		-

ĐAC
ION NS TEAM DOO VETERNIK , OMLADINSKA 70 Veternik, MB:21492345, PIB:111504454
ekući-račun:340-0000011024123 02 ERSTE BANK

	No.	OPIS RADOVA	Description of works	Unit of measure	Number of Unit	Unit price (USD)	Total price (USD)
					A	B	C
	2/2.03.11	NABAVKA I RASPROSTIRANJE GEOTEKSTILA.Stavka obuhvata nabavku i posipanje geotekstila (tip 300 g/m2) u odvod prema detaljnom crtežu. Prosečna proširena širina geotekstila u odvodu je ≈2.50m. Količina kao što je prikazano u zapisniku. Merenje i naplata po m2 postavljenog geotekstila. "	**PROCUREMENT AND SPREADING GEOTEXTILE. The item includes procurement and spreading geotextile (type 300 g/m2) in drain according to detailed drawing. Average extended width of geotextile in drain is ≈2.50m. Quantity as shown in recording sheet. Measurement and payment per m2 of**	m2	4,810.00	2.09	10,052.90
	2/2.03.12	NABAVKA, TRANSPORT I POSTAVLJANJE FILTER SLOJA Stavka obuhvata nabavku, isporuku na gradilište i posipanje na vrh odvodnih cevi filterskih slojeva odgovarajućeg zrnastog sastava. Prosečna količina filterskog kanala po odvodu je ≈0,25m2. Količina kao što je prikazano u zapisniku. Merenje i plaćanje po m3 postavljenog materijala".	**PROCUREMENT, TRANSPORT AND PLACING FILTER COURSES The item includes procurement, delivery to site and spreading on top of drain pipes filter courses of appropriate grain composition. Average quantity of filter course per drain is ≈0.25m2. Quantity as shown in recording sheet. Measurement and payment per m3 of placed material.**	m3	215.75	55.00	11,866.25
	2/2.03.13	„NABAVKA I POSTAVLJANJE CEVI ZA KIŠNU KANALIZACIJU.Stavka obuhvata nabavku i postavljanje cevi za KISNU KANALIZACIJU između dva sloja peska raspoređenih na vrhu i ispod cevi, debljine po 10 cm. Količina kao što je prikazano u zapisniku. Merenje i plaćanje po m' polcženih cevi"	**PROCUREMENT AND LAYING OF RAINWATER PIPES. The item includes procurement and placing rainwater pipes in between two sand courses spread on top and under pipes, 10 cm thick each. Quantity as shown in recording sheet. Measurement and payment per m' of laid pipes**				-
			riainwater pipes Ø150	m			-
			rainwater pipes Ø200	m	68.50	28.00	1,918.00
			rainwater pipes Ø250	m	17.00	33.00	561.00
			rainwater pipes Ø300	m	44.50	35.00	1,557.50
		Zaštitna PP cev SN 8 Ø500mm	protective pp hous SN 8 Ø500mm	m	0.00	50.00	-
	2/2.03.14	„NABAVKA, ISPORUKA I POSTAVLJANJE SLOJA PESKAStavka obuhvata nabavku, transport i postavljanje sloja peska ispod, iznadi oko cevi debljine 10 cm. Količina kao što je prikazano u zapisniku. Merenje i plaćanje po m3 postavljenog materijala. "	**PROCUREMENT, DELIVERY AND PLACING OF SAND LAYER The item includes procurement, transport and placing of sand layer under, on top and around rainwater pipes, 10 cm thick. Quantity as shown in recording sheet. Measurement and payment per m3 of placed material.**	m3	37.25	31.35	1,167.79

IZVOĐAC
MILION NS TEAM DOO VETERNIK , OMLADINSKA 70 Veternik, MB:21492345, PIB:111504454
Tekući-račun:340-0000011024123 02 ERSTE BANK

	No.	OPIS RADOVA	Description of works	Unit of measure	Number of Unit	Unit price (USD)	Total price (USD)
					A	B	C
	2/2.03.15	ZATRPAVANJE ROVA KIŠNE KANALIZACIJE Stavka obuhvata zatrpavanje rovovaKISNE kanalizacije materijalom iz iskopa . Količina kao što je prikazano u zapisniku. Merenje i plaćanje po m3 zatrpanog rova."	**BACKFILL OF TRENCHES WITH RAINWATER PIPES The item includes backfilling trenches with rainwater pipes with material excavated for drains and cable conduits. Quantity as shown in recording sheet. Measurement and payment per m3 of backfilled trench.**	m3	28.80	3.92	112.75
			TOTAL DEWATERING:				**136,902.63**
		UKUPNO	**GRAND TOTAL (USD)**				**136,902.63**

opcija ponude 15 dana	offer option 15 days
način plaćanja:30%avans,ostatak placanja na osnovu stvarno izvršenih radova u roku od 15 dana od dana fakturisanja u dinarskoj protiv vrednosti po srednjem kursu dolara NBS na dan isplate	method of payment: 30% advance payment, the rest of the payment based on the actually performed works within 15 days from the day of invoicing in dinars against the value at the middle exchange rate of the NBS dollar on the day of payment
viškovi radova obračunaće se po ugovorenim jediničnim cenama,a dodatni radovi po posebnoj ponudi izvođača	surplus works will be calculated according to the agreed unit prices, and additional works according to the contractor's special offer
radovi ce se izvoditi u skladu sa projektom	the works will be carried out in accordance with the project
U NOVOM SADU 23.11.2022	IN NOVI SAD 23.11.2022

Milion NS Teeam
.....
Gordana Šulić direktor

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORACIONBALKAN OGRANAK BEOGRAD
.....
Zhongzheng Chen direktor